

EXHIBIT

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Goldberg
Katzman

A full-service law firm.

February 26, 2009

Arthur L. Goldberg
(1951-2000)

Harry B. Goldberg
(1961-1998)

Ricky Shaw
300 Walnut Lane
Carlisle, PA 17013

RE: Fee Agreement

Ronald M. Katzman

Paul J. Esposito

Neil E. Hendershot

J. Jay Cooper

Thomas E. Brenner

April L. Strang-Kutay

Jerry J. Russo

Michael J. Crocenzi

Thomas J. Weber

Steven E. Grubb

Royce L. Morris

Joseph M. Sembrot

J. Ronaldo Legaspi

Jennifer L. Mundy

S. Baker Kensinger

Dear Ricky:

It was a pleasure speaking with you. You have agreed to retain Goldberg Katzman, P.C. in representing you against Cumberland Truck Equipment Co. You have not just retained me, but the entire firm. At times I may have associates or paralegals work on your case if I believe it is the most effective way to represent you. However, I will remain your primary contact. If at any time you have any questions, please feel free to call me or write me. The free flow of information between attorney and client is critical.

We also agreed that Goldberg Katzman, P.C. will be entitled to one third of any monies we are able to recover for you from Cumberland Truck Equipment Co.

You may incur certain costs associated with your litigation against Cumberland Truck Equipment Co. such as transcripts, copies of discovery, and mileage for me to attend court dates and depositions associated with the litigation. This law firm will pay the expenses, except the filing fee, with the understanding that you will need to reimburse the law firm at the conclusion of this case.

Our engagement as legal counsel may be terminated by you at any time for any reason. We may withdraw as your legal counsel for good cause, which includes your failure to timely make payment for expenses advanced, refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continued representation unlawful or unethical. If and when our services to you conclude, all the unpaid costs will be immediately due and payable.

COUNSEL

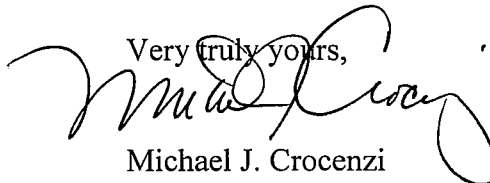
Joshua D. Lock

Arnold B. Kogan

Heather L. Paterno

If this Agreement is acceptable to you, please sign below and return it to me in the self-addressed, stamped envelope.

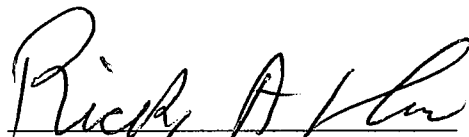
Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Crocenzi", written over the typed name.

Michael J. Crocenzi

MJC/stw

Agreed to and accepted this 3rd day
of March 2009.

A handwritten signature in black ink, appearing to read "Ricky A. Shaw", written over the typed name.

Ricky Shaw